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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

SOUTHERN WINE & SPIRITS OF AMERICA
INC., a foreign corporation doing business as
SOUTHERN WINE & SPIRITS OF NEVADA,

Plaintiff,

v.

DANIELLE PRICE, and individual; MICHAEL
PRICE, an individual; BARRIQUE
INTERNATIONAL, LLC, a dissolved Nevada
limited liability company; and DOES 1 through
X inclusive,

Defendants.

2:14-cv-00388-JCM-PAL

**STIPULATED CONFIDENTIALITY
AND PROTECTIVE ORDER**

Plaintiff Southern Wine & Spirits of America Inc., doing business as Southern Wine & Spirits of Nevada ("Plaintiff"), Defendants Danielle Price, Michael Price, and Barrique International LLC ("Defendants"), and Non-Party Wynn Las Vegas, LLC ("Wynn"), by and through their undersigned counsel, hereby stipulate and agree, subject to this Court's approval, to the following:

WHEREAS, Plaintiff and Defendants served Subpoenas Duces Tecum ("Subpoenas") on Wynn requesting the production of certain information in relation to the above-referenced matter;

WHEREAS, the scope of the Subpoenas include certain confidential and sensitive business information;

WHEREAS, Wynn desires to maintain the confidentiality of this information by entering into a Confidentiality and Protective Order with Plaintiff and Defendants;

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1 THEREFORE, the parties to this Stipulated Confidentiality and Protective Order all agree
2 to be governed by and subject to the terms and conditions set forth herein:

3 1. **Confidential Information.** In providing or revealing materials, Wynn may
4 designate as "CONFIDENTIAL" the whole or the part of material which constitutes trade
5 secrets, know-how, proprietary data, marketing information, contracts, financial information,
6 security information, confidential employee information, surveillance information, and/or similar
7 commercially sensitive business and/or employee information or data which Wynn in good faith
8 believes in fact is confidential or that unprotected disclosures might result in economic or
9 competitive injury, and which is not publicly known and cannot be ascertained from an
10 inspection of publicly-available documents, materials or devices.

11 2. **Designation of Confidential Information.** If Wynn determines that any of its
12 documents or things or responses produced in this action should be designated as provided in
13 Section 1 and, therefore, constitute "Confidential Information," it shall advise the other party
14 ("Receiving Party") who has received such information of this fact, and all copies of such
15 document, or things or response to portions thereof deemed to be Confidential shall be marked
16 "CONFIDENTIAL" at the expense of Wynn and treated accordingly by the Receiving Party.

17 3. **Use of Confidential Information.** All Confidential Information designated or
18 marked as provided herein shall be used by the Receiving Party solely for the purposes of this
19 lawsuit, and shall not be disclosed to anyone other than those persons identified herein in Section
20 4 or 5 and shall be handled in the matter set forth herein until such designation is removed by the
21 Wynn or by order of the Court. Such Confidential Information shall not be used by any
22 Receiving Party or other person granted access thereto under this Stipulated Confidentiality and
23 Protective Order for any purpose, including, but not limited to, a business or competitive
24 purpose. Nothing herein shall preclude Wynn from using its own Confidential Information.

25 4. **Disclosure of Confidential Information.** Confidential Information produced
26 pursuant to this Order may be disclosed or made available only to the Court and to the persons
27 designated below:
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1 (a) Retained counsel and in-house counsel for a party (including attorneys associated
2 with the law firm of counsel and the paralegal, clerical, and secretarial staff employed by such
3 counsel);

4 (b) A party, or officers, directors, and employees of a party deemed necessary by
5 counsel to aid in the prosecution, defense, or settlement of this action;

6 (c) Outside experts or consultants (together with clerical staff) retained by such
7 counsel to assist in the prosecution, defense, or settlement of this action;

8 (d) Clerical and data processing personnel involved in the production, reproduction,
9 organizing, filing, coding, cataloging, converting, storing, retrieving, and review of discovery
10 material, to the extent reasonably necessary to assist a party or its counsel in these proceedings;

11 (e) The Court and its staff and any other court, tribunal or dispute resolution officer
12 duly appointed, chosen or assigned in connection with this lawsuit;

13 (f) Court reporter(s) and videographers(s) employed in this action; and

14 (g) Any other person as to whom the parties agree in writing or that the Court in these
15 proceedings designates.

16 Any person to whom Confidential Information is disclosed pursuant to subparts (a)
17 through (e) and (g) of section 4 shall be advised that the Confidential Information is being
18 disclosed pursuant to an Order of the Court, that the information may not be disclosed by such
19 person to any person not permitted to have access to the Confidential Information pursuant to
20 this Stipulated Confidentiality and Protective Order, and that any violation of this Stipulated
21 Confidentiality and Protective Order may result in the imposition of such sanctions as the Court
22 deems proper.

23 5. **Filing of Confidential Information with the Court.** Any documents which have
24 been designated as containing Confidential Information or any pleading or memorandum
25 reproducing or containing such information shall be filed with the Court under seal and, if
26 necessary, accompanied by an appropriate motion for leave to file under seal in conformance with
27 any applicable Federal or Local rules.

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1 6. **Copies, Summaries or Abstracts.** Any copies, explicit summaries or abstracts,
2 or exact duplications of Confidential Information shall be marked "CONFIDENTIAL" and shall
3 be considered Confidential Information subject to the terms and conditions of this Stipulated
4 Confidentiality and Order.

5 7. **Designation of Confidential Information.** Documents and other discovery
6 materials (or portions thereof) constituting, comprising, containing or referring to Confidential
7 Information, in whole or in part, shall be identified by being marked or stamped as
8 "CONFIDENTIAL". With respect to a multi-page document that contains Confidential
9 Information, the designation should be made, to the extent possible, on each page of the
10 document. If designation in this manner is impossible or impractical, Wynn may use such other
11 method of designation as is reasonable under the circumstances.

12 8. **Challenges to Designations.** Any party may object to Wynn's designation of
13 Confidential Information on the ground that such information does not constitute Confidential
14 Information by serving written notice upon Wynn's counsel within thirty (30) calendar days of the
15 date the item(s) was produced, specifying the item(s) in question and the grounds for the
16 objection. If a party objects to the designation of any materials as Confidential Information,
17 counsel shall arrange for a meet and confer conference to be held within ten (10) calendar days of
18 receipt of a written objection to the designation to attempt to informally resolve the dispute. If the
19 parties cannot resolve the matter, any party may file a motion with the Court to resolve the
20 dispute. Such motions must be filed within ten (10) calendar days of the meet and confer
21 conference. This Protective Order will not affect the burden of proof on any such motion, or
22 impose any burdens upon any party that would not exist had the Protective Order not been
23 entered. Any contested information shall continue to be treated as confidential and subject to this
24 Protective Order until such time as such motion has been ruled upon.

25 9. **Use in Court.** In the event that any Confidential Information is used in any
26 pretrial Court proceeding in this action, it shall not lose its confidential status throughout such
27 use, and the party using such shall take all reasonable steps to maintain its confidentiality during
28 such use. Nothing in this Stipulated Confidentiality and Protective Order, or designations of

1 confidentiality hereunder, shall in any way affect the treatment of Confidential Information at the
2 trial of this action.

3 10. **Other Actions and Proceedings.** If a Receiving Party (a) is subpoenaed in
4 another action or proceeding, (b) is served with a demand in another action or proceeding in
5 which it is a party, or (c) is served with any legal process by one not a party to this Stipulated
6 Confidentiality and Protective Order, seeking discovery materials which were produced or
7 designated as Confidential Information pursuant to this Stipulated Confidentiality and Protective
8 Order, the Receiving Party shall give prompt actual written notice by hand or facsimile
9 transmission to Wynn within five (5) business days of receipt of such subpoena, demand or legal
10 process or such shorter notice as may be required to provide Wynn with the opportunity to object
11 to the immediate production of the requested discovery materials to the extent permitted by law.
12 Should the person seeking access to Confidential Discovery Materials take action against the
13 Receiving Party or anyone else covered by this Stipulation and Order to enforce such a
14 subpoena, demand or other legal process, the Receiving Party shall respond by setting forth the
15 existence of this Stipulated Confidentiality and Protective Order.

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11. **Order Survives Termination.** This Order shall survive termination of this action, and the Court shall retain jurisdiction to resolve any dispute concerning the use of information disclosed hereunder.

DATED this 28th day of January, 2015

PISANELLI BICE, PLLC

/s/ Jarrod L. Rickard
James J. Pisanelli, Esq., Bar No. 4027
Jarrod L. Rickard, Esq., Bar No. 10203
400 S. 7th Street, Suite 300
Las Vegas, Nevada 89101

Attorneys for Non-Party Wynn Las Vegas, LLC

DATED this 28th day of January, 2015

LEWIS ROCA ROTHGERBER, LLP

/s/ Kristen Martini
E. Leif Reid, Esq.
Kristen Martini, Esq.
3993 Howard Hughes Pkwy, Suite 600
Las Vegas, Nevada 89169

Attorneys for Plaintiff

DATED this 28th day of January, 2015

HEJMANOWSKI & McCREA

/s/ Paul Hejmanowski
Paul Hejmanowski, Esq.
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Las Vegas, Nevada 89101

Attorneys for Defendants

IT IS SO ORDERED


HONORABLE PEGGY A. LEEN

February 3, 2015

DATED:

PISANELLI BICE
400 S. 7TH STREET, SUITE 300
LAS VEGAS, NV 89101